

Q#	Solicitation Document Name	Document Section (Number & Name)	Bidder Question	OGS Answer
1	General	Bidder	Can the bid be done jointly? (I.E. Company A/Z) With one company being the Tankwagon provider and the other the transport provider. Or would the bid need to be submitted by company A or Z (with a understanding between the two that one would do the deliveries for the other)?	No. The Solicitation does not allow for joint venture arrangements. Either Company A or Z would submit the bid with the other being a subcontractor.
2	General		Can we please have a list of bidders invited to submit a proposal?	Invitation for Bids Number 23094 was advertised on the NYS Contract Reporter, to provide this bid opportunity to all interested companies.
3	General		Past research indicates award requires board approval, when is the first board meeting after the opening?	OGS Procurement Services does not have a board or require board approval for award.
4	IFB Main Document	page 9 - section 1.3	OGS makes not gaurentee that an Authorized User will purchase from the contract but the vendor is required to secure supply. This agreement is one sided. This vendor experiences many issues with Authorized Users that purchase from other suppliers and then request supply mid contract. This vendor requests that stronger language that binds the Authorized User to the supplier.	OGS Procurement Services declines to make this change. Please refer to Section 1.3 Estimated Quantities, "These Authorized Users have agreed not to enter into any other contracts for the ULS diesel and biodiesel that they filed for during the resulting contract period, and Authorized Users have agreed that they will purchase all their ULS diesel and biodiesel requirement needs from the contracts awarded under this Solicitation."
5	IFB Main Document	page 12 definitions	for the purposes of this bid - can B99 be substituted for B100 since their product specifications are the same	If the fuel B99 meets the ASTM D6751-15ce1 standards, then the fuel satisfies the definition.
6	IFB Main Document	2 - Bidder Qualificaitons	How many gallons is "sufficient" capacity to protect the interest of the state?	"sufficient" capacity refers to the ability to fulfill the obligations of any resultant contract with New York State. This cannot be quantified in gallons because sufficient capacity for a given Contractor may vary based on volume to be awarded to that Contractor.
7	IFB Main Document	2 - Bidder Qualificaitons	How many miles is "reasonable distance" made by transport?	A "reasonable distance" would be defined as the distance which allows a bidder to be able to deliver fuel and provide service to an Authorized User within the required regular delivery and emergency delivery timeframes. This cannot be quantified in miles as some bidders may have greater capabilities than others.
8	IFB Main Document	page 14 - bidder qualifications item 5	vendor wishes to make clear that this cotntract does not require 1D product to be delivered as a single dedicated product by a single dedicated delivery vehicle - there are no provisions for this in the contract and vendor is concerned that customer will request small deliveries for space heaters	The contract does not require a vendor to deliver 1D product as a single dedicated product by a single dedicated delivery vehicle. Furthermore, this contract is not intended for the use of kerosene for heating purposes. Please refer to Section 1.1 Overview.
9	IFB Main Document	page 15 - item 7	vendor must have trained personnel qualified to service the product furnished - please qualify this statement - vendor does not provide service for this contract	This requirement is to ensure Bidder's operation is capable to provide any requested services (ex. product testing, tank inspection, topping off tanks for testing, etc.) for delivered product, within the specified 48 hours.

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10	IFB Main Document	page 16 - section 3.3.2	vendor requests that OGS consider time and materials since Authorized Users expect vendor to coordinate with tank testing services - normally - this takes several hours	OGS Procurement Services declines to make the change.
11	IFB Main Document	3.3.4	Please clarify second sentence of first paragraph. If an Agency requests "Winter Mix" but #2D with additives meets the low temperature CFPP requirement, is the Contractor obligated to provide both #2D and #1D in the delivery? Your sentence says the Contractor "shall reply in writing regarding its agreement to provide the mix requested." It is not clear whether or not the Contractor has any choice in the matter or not.	The Contractor is required to deliver the fuel requested by the Authorized User. Any deviations from the "grade - temperature schedule" would have to be requested by the Authorized User in writing to OGS and the Contractor, so that it is agreed by all parties. Communication is expected between the Contractor and Authorized User to clarify any concerns.
12	IFB Main Document	page 16 - section 3.3.4	vendor sees no way to deliver straight 1D or straight bio since the cost of dedicated delivery service is exhorbatent since dedicated truck service removes vehicles from the fleet and the size of the delivery is unknown and no fleet is dedicated for this type of delivery service.	There is no requirement for a dedicated delivery service by a dedicated truck for straight 1D or straight biodiesel. The intent of this Solicitation is for Authorized Users to procure diesel and blended diesel for on-road use only. However, there may be instances where Authorized Users request a straight product for injection into an existing product. Communication between Authorized Users and Vendors should take place if the vendor has an alternative solution to delivering straight kerosene (e.g., additives, higher cut winter mix).
13	IFB Main Document	3.3.5	No Contractor has control over fuel or additional loads of fuel/water/3rd party delivery which may enter a tank after delivery of on-spec product takes place. Nor does any Contractor have any control over an Agency's tank maintenance program. Therefore the State should not say that a product sample taken at the Agency's dispensing pump shall be considered representative of a disputed diesel fuel oil delivery. Request that "shall" be replaced with "may" in 3rd paragraph of this section. Also request "shall" be replaced with "may" in the 4th paragraph of this section.	OGS Procurement Services declines this request.
14	IFB Main Document	3.3.5	Has an Agency or Authorized User ever required removal of product based on a tank or dispensing pump sample only?	An agency or Authorized User has previously required removal of product based on a tank or dispensing pump sample.

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15	IFB Main Document	page 16 - section 3.3.5	pump samples from agency tanks are not representative of vendors product - vendor requests that sampling procedure be take directly from vendor's delivery vehicle to ensure proper chain of custody and fair representation. Vendor should never be responsible for agency's tank housekeeping or previous vendor's product quality	OGS Procurement Services declines to make this change.
16	IFB Main Document	pages 17-18 sections 3.3.6 - 3.3.14	vendor is not responsible for agency location housekeeping and not reponsible for previous vendor product. This vendor requests that delivery tank location be certified to prevent unwarranted non- complying product issues	OGS Procurement Services declines to make this change. Vendors are encouraged to communicate with Authorized Users to take appropriate steps to certify delivery tank locations prior to first delivery. OGS should be notified regarding any unresolved non-complying product issues.
17	IFB Main Document	3.3.7	Why is there no price deduction for meeting the Cloud point requirement shown in 3.3.20?	Cloud point is a reference temperature for Cold Filter Plugging Point, Section 3.3.31, which does have a price deduction.
18	IFB Main Document	3.3.7	Please provide an example of an instance when a Contractor was assessed an inoperability deduction.	OGS Procurement Services is not aware of an instance when a Contractor was assessed an inoperability deduction.
19	IFB Main Document	3.3.7	How is the cause of equipment inoperability determined?	Please refer to Section 6.29 Engineering Service.
20	IFB Main Document	3.3.7	What is the threshold for determing when an inoperability deduction should be assessed? For example, 1 truck won't run on a cold morning? 50 trucks won't run?	If it is determined that a vehicle was inoperable due to a tank fill incident, then the deduction would apply. Please refer to Section 6.29 Engineering Service.
21	IFB Main Document	3.3.7	Equipment ioperability is determined by more than fuel characteristics. Proper fuel filter maintenance ahead of cold weather, for instance. Request second sentence of second paragraph in section 3.3.7 read "may" instead of "shall" to acknowledge the fact that inoperable equipment may result from cause other than fuel supply, such as proper housekeeping shown under Biodiesel Usage Considerations section.	OGS Procurement Services declines this request.
22	IFB Main Document	page 17 - section 3.3.8	Flash point for NYMEX grade NY Harbor product on pipeline or barge has a minimum flash of 130 degrees Farenheit. Vendor requests OGS review this requirement for 130 vs 125 degree for minimum flash point since there is no blending practice to change this characteristic.	OGS Procurement Services has reviewed the referenced section. The clause reads "greater than four (4°F) degrees Fahrenheit lower than the specified requirement." Please refer to Section 3.3.17 Flash Point regarding your example of a higher flash point.
23	IFB Main Document	3.3.12	Please define what is meant by "certified documentation" for fuel quality in the second sentence of second paragraph.	"Certified documentation" for fuel quality would be satisfied when the additive is certified in accordance with the regulations at 40 CFR 79 and is registered with the United States Environmental Protection Agency. Please refer to revised Section 3.3.12.

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24	IFB Main Document	3.3.20	What is the winter period Maximum Cloud point spec? April - September is defined, but not October - March.	Please refer to Section 3.3.42 Low Temperature Operability/Performance Characteristics, for ambient temperatures.
25	IFB Main Document	3.3.29	What source provides the 10th percentile minimum ambient temperature expected for the region?	Please refer to Section 3.3.42 Low Temperature Operability/Performance Characteristics, for ambient temperatures.
26	IFB Main Document	3.3.31 Grade 2PD (Premium) Diesel Fuel Oil	For additive packages added to 2D to create Premium fuel, would the sites be able to store the additive to be added into tanks during delivery?	Per Section 3.3.41 Blending/Delivery Requirements, there are 2 methods to blend fuels and additives for delivery. The permitted methods are: 1) "blended at the bulk plant" or 2) "via a dual/multiple manifold on the truck which mixes them for a simultaneous delivery". The Solicitation does not specifically exclude the ability of an Authorized User to store the additive, or mixing the fuel onsite prior to delivery to the Authorized User's tank, but "delivery/ies via a non-manifold type truck (i.e., product which is not premixed) should not be accepted".
27	IFB Main Document	page 23, 24 - section 3.3.33	Vendor requires clarification - OGS requires cetane improver to raise cetane to 46.5 when minimum in spec is 45.5. Please clarify.	The minimum cetane index for Premium Diesel is 45.5. However, the improver shall increase the cetane value of the fuel by a minimum of four (4) numbers and be at a minimum of thirty (30%) percent of the additive package.
28	IFB Main Document	page 24 - section 3.3.34	vendor requires clarification - OGS requires L-10 requirements but then references MB OM-616 Coker Test for detergency - not all vehicles are MB. Clarification is required.	OGS Procurement Services believes this question references Section 3.3.35 Detergent. This clause states "The Mercedes Benz OM-616 Coker Test, <i>or comparable test</i> , shall be acceptable for proof of performance." (bolded/italicized added for emphasis).
29	IFB Main Document	page 24 - section 3.3.39	OGS references only select additives for this bid requirement for CFPP improver. This vendor employs other additives that meet or exceed these requirements. This vendor requests that OGS remove this requirement since there are many other capable additives and this vendor is not sure OGS should be promoting any individual additive over another or making a specific additive or manufacturer the only acceptable additive. Clarification is required.	This clause states, "Any additive supplied under this contract shall be: AGA/Truck-Pro (Carter Chem.) product named "Artic Arnol", or NALCO Chemical Co. product code number "88BK108 Liquid", <i>or comparable product</i> ; meeting the minimum requirements of this specification." (bolded/italicized added for emphasis). Comparable products are acceptable.
30	IFB Main Document	3.4 OPIS Posting Location	Why did you move Westchester from Newburgh to Long Island posting ?	This is the best location reflected on the OPIS used for this Solicitation and contract. Please bid accordingly.
31	IFB Main Document	5.2 Notification of Award	How and when will we be notified of the low bidder and can we receive a copy of the bid tabulations?	Per Section 5.2, OGS Procurement Services will notify lowest responsive and responsible Bidders of tentative award by written notice. Non-awardees will also receive written notification from OGS. Initial Bid opening results will be posted on the OGS website. Please refer to Section 1.4 Key Events/Dates. Bid tabulations may be requested from OGS by submitting a Freedom of Information Law (FOIL) request.

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32	IFB Main Document	6.2 - Report of Contract Usage	Requesting the due date to be Feb 15 th and August 15 th . Due to the requirements under this contract for deliveries, ordering, billing, invoicing etc. deliveries on the last days of the reporting period come in close to the due date which leaves a minimal amount of time to provide accurate information for the deadline provided.	OGS Procurement Services declines to make the change. However, Contractors should contact OGS to discuss on a case-by-case basis if Contractor would like to request additional time.
33	IFB Main Document	6.3	Second paragraph. Please clarify what is meant by "net" gallons?	"Net" refers to pricing and not temperature compensated volume. Please refer to revised Section 6.3 of the Solicitation that has been updated to specify "net per gallon" as opposed to "net gallons." Please refer to Appendix B, Section 13.b Net Pricing.
34	IFB Main Document	6.3	Paragraph 13 requires a Contractor to state in writing that their contract price does not include any contingency for an after-imposed tax. Where on the submission package are we supposed to state this?	This paragraph refers to the awarded Contractor informing OGS Procurement Services during the term of the contract. This does not refer to a bid submission requirement.
35	IFB Main Document	page 37 - section 6.3	Vendor requests that OGS consider pricing on the day of delivery and not the day of the order since authorized agents may use last weeks lower pricing on Thursday evening for a Friday delivery.	OGS Procurement Services declines to make this change.
36	IFB Main Document	page 38 - section 6.3	guaranteed delivery of 24 hours is not reasonable especially during harsh winter like the past winter. This vendor requests that OGS consider 48 hour delivery as in past contracts. 24 hour delivery requirements is very difficult on the delivery fleet since every delivery becomes an emergency delivery.	OGS Procurement Services declines this request. OGS understands there may be factors that arise which may affect delivery times, however it is incumbent upon the Contractor to be prepared to deliver in accordance with the terms and conditions of the Agreement.
37	IFB Main Document	page 38 - section 6.3	Vendor must have weights and measures certificate for all metered delivery but the authorized agent does not. Therefore, this vendor requests that customer's meter must have same certification to prevent unwanted discrepancy issues.	OGS Procurement Services declines to make this change.
38	IFB Main Document	6.3 - Price	If a user provides a blanket purchase order for a dollar amount covering purchases for an entire year but calls in their orders, would this be priced on date of order or delivery date? Would the order date be when we are receipt of the PO or when the call in to schedule the delivery?	The price would be based on the order date that the call is made to schedule a delivery (prompt will-call). The order date is not the date that the blanket purchase order is received.
39	IFB Main Document	6.3 - Price	If we receive a purchase order on the start date of the contract, is that considered an order?	Yes.

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40	IFB Main Document	6.3 - Price	What if a user places an order on Wednesday for Thursday (less than 24 hours) is order date or delivery date used?	If a prompt will-call order is placed during the business day Wednesday, then the order date is used for pricing.
41	IFB Main Document	6.3 - Price	What if a user calls in an order for two weeks into the future? Do we have to price that delivery on date or order date?	<p>Please refer to Section 6.3 Price: "Pricing for contract purchases shall be based on the pricing in effect at the time the Authorized User places the order (Prompt Will-call). Authorized Users that are on automatic delivery shall be priced on the day of delivery, unless the Authorized User requests a delivery. The price shall then reflect the day of the order.</p> <p>Pricing shall reflect the day of delivery for orders placed by the Authorized User that go beyond the guaranteed delivery timeframe of 24 (twenty-four) hours. For example, the Authorized User orders 500 gallons of diesel fuel on Wednesday, and requests that the delivery be made on the following Tuesday.</p> <p>For situations where an Authorized User wants to place an order for an unusually large volume of fuel (e.g., 40,000 gallons or more than a truck load, or delivering over a period of time), the Contractor and Authorized User should contact OGS Procurement Services. OGS's intent is for all parties to have the same expectations for delivery and price."</p>
42	IFB Main Document	6.3 - Price	Is there a cap for how far out into the future customers can order? At what point is this considered an automatic delivery?	<p>Please refer to Appendix B, 31. Product Delivery. "Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor."</p> <p>Please refer to Section 6.13 for Automatic Replenishment requirements.</p>
43	IFB Main Document	6.3 - Price	How do we prove order date to a customer? What if there is a dispute between contractor and user on order date?	Please refer to Section 6.9 Ordering. Orders submitted should be deemed received by Contractor on the date submitted and confirmation is to be provided by the Contractor to the Authorized User. Any discrepancies that cannot be resolved between customer and Contractor should be brought to OGS Procurement Services' attention.

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44	IFB Main Document	page 39 - section 6.4	using OPIS low is not indicative of actual pricing since there is a very large spread between the high and low pricing (approximately 10-12 cents). Using a "low" posting puts vendor in an impossible position to price product at the low price everyday for the life of this contract. This vendor does not participate in OPIS pricing. Other vendors with contracts do - this is a conflict of interest. This vendor requests that OGS consider the average pricing since the information and transparency is available.	OGS Procurement Services declines to make this change. Please bid accordingly.
45	IFB Main Document	page 39 - section 6.4	Using OPIS locations that do not correspond to the delivery location creates unnecessary pricing hardship for the vendor. This vendor requests that OGS consider pricing location that correspond to the counties where the deliveries must be made. This is fair and reasonable.	OGS Procurement Services declines to make this change. These locations have been determined to be in the best interest of the State. It is incumbent on the Vendor to research the pricing to that pricing and locality.
46	IFB Main Document	page 39 - section 6.4	the OPIS Newark kerosene low posting is located in NJ. This is not representative of the NY product pricing especially since the exorbitant cost of this product is much more expensive in NY. This vendor requests that OGS consider an average posting that represents the delivery locations. this is fair and reasonable.	OGS Procurement Services declines to make this change. These locations have been determined to be in the best interest of the State. Please bid accordingly.
47	IFB Main Document	6.5	If the State determines that price revisions should be daily instead of weekly because of rapid changes in worldwide petroleum prices, does the revision impact all pricing calculations and therefore Contractors equally?	If the State determines that price revisions should be daily instead of weekly because of rapid changes in worldwide petroleum prices, the daily revisions would be calculated using the same calculations as the weekly price revision. The price revisions would be applied equally to all awarded Contractor(s) within the posting location(s) regardless of daily or weekly revisions.
48	IFB Main Document	6.5 - Price Adjustments	Why do you price Friday – Thursday and not Monday to Sunday?	This schedule has been determined to be in the best interest of the State. Please bid accordingly.
49	IFB Main Document	6.5 - Price Adjustments	Why do you do weekly pricing and not daily pricing like the industry standard?	This schedule has been determined to be in the best interest of the State. Please bid accordingly.
50	IFB Main Document	6.5 - Price Adjustments	Why do price of JOC and not Platts or Argus?	This schedule has been determined to be in the best interest of the State. Please bid accordingly.
51	IFB Main Document	page 42 - section 6.9	orders submitted electronically on a Saturday or Sunday should not be considered received. This vendor requests that OGS recognize that the next business day starts the delivery window.	Weekend orders fall outside the Solicitation's definition of "Business Day" (Section 1.10) and should only be made on an emergency basis. If a non-Emergency order is received electronically on a Saturday or Sunday, the delivery time window would not begin until the start of the next Business Day.

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52	IFB Main Document	page 42 - section 6.9	the purchase price cannot be included on a order confirmation if it is not avaiable or the base price is not posted without verification.	OGS Procurement Services understands that certain information may not always be available at the time of order confirmation. The information requested should be provided, to the extent that it is available.
53	IFB Main Document	6.9 - Ordering	Please provide a list of authorized users emails or faxes for the delivery locations where order confirmations must be submitted.	Please refer to the delivery schedules (Attachments 10 and 11). Awarded Contractor(s) would work with Authorized Users for this information.
54	IFB Main Document	6.ten	Request that optional surcharges be at least doubled. These amounts have not changed from existing contract despite delivery costs continuing to rise.	OGS Procurement Services declines to make this change.
55	IFB Main Document	page 43 - section 6.10	refused deliveries by the authorized agent should have a surcharge. This vendor requests that the vendor be entitled to a \$50 refused delivery fee. This is fair and reasonable.	The listed charges within Section 6.10 only apply to orders below the minimum and not refused deliveries.
56	IFB Main Document	6.10 - Minimum Order	What if the customer orders over 250 gallons but the location always over orders and takes under 250 gallons for every delivery are we required to continue making deliveries to the facility?	As per Section 6.10 "Deliveries under 250 gallons are at the Contractor's option, except for tank top-offs for testing." Communication is expected between the Contractor and Authorized User. If a customer is repeatedly ordering over the minimum order threshold, but accepting less than the minimum, OGS Procurement Services should be contacted by the Contractor prior to placing deliveries "on hold" for this issue.
57	IFB Main Document	6.11	Please clarify last paragraph of this section by at least providing an example. Are separate line items for additive or kerosene needed to "provide winter protection" in addition to calculated weekly pricing by the state? What section of the bid document allows for listing Kerosene as a separate line item on the invoice?	The last paragraph in Section 6.11 instructs Contractors on how to bill for winter mix blends, as stated, "In billing for winter mixes, invoices must include current Contract price for each grade, type of mixture furnished and computation of total price." The prices for ULS diesel and kerosene are found in the weekly price revisions. An example of how an invoice should be formatted is included in this section. Each fuel product (i.e., ULS diesel, biodiesel, kerosene, winter additive) and price, and quantity delivered must be shown as separate line items, as well as the fuel mix ratio. Kerosene (for winter mix blends) is included in the calculated weekly price adjustments/revisions; however, winter additives are not. All fuel products delivered must be shown as separate line items on Contractor's invoices and reports of contract usage.

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58	IFB Main Document	6.12	The bid mandates a 24 hour delivery response time, and then lowers the response time to 8-12 hours in the event of a state declared emergency. Diesel delivery trucks are often banned from highways by the State police during state declared weather emergencies. Request revision of this section to allow for additional delivery response time in the event of state madated road closures to truck traffic.	OGS Procurement Services understands there may be factors that arise which may affect delivery times and will work with the Contractor to make a reasonable determination on whether or not delivery over 24 hours is acceptable, if OGS is engaged promptly. However, it is incumbent upon the Contractor to be prepared to deliver in accordance with the terms and conditions of the Agreement.
59	IFB Main Document	page 44 - sections 6.12	emergency delivery times of 8 - 12 hours is not reasonable especially when considering the authorized agent must also be responsible for tank inventory and management. This winter was especially diffucult of man power and machine. This vendor requests that authorized agents plan ahead to alleviate unnecessary delivery issues under periods of natural gas interruption, serious weather events and DOT restrictions.	OGS Procurement Services declines this request. OGS understands there may be factors that arise which may affect delivery times, however it is incumbent upon the Contractor to be prepared to deliver in accordance with the terms and conditions of the Agreement.
60	IFB Main Document	page 44 - sections 6.12	Clarification is required. The term "emergency" requires clarification. Authorized agents calling in imminent run outs must manage tank inventory before a critical condition is reached. This vendor experience many emergency calls only to find tanks half full. "Cry wolf" calls can lead to serious issues when attempting to reach real priority calls and deliveries.	OGS Procurement Services declines to further define "Emergency" as it is used in this clause on a case-by-case basis. OGS understands there may be factors that arise which may affect delivery times, however it is incumbent upon the Contractor to be prepared to deliver in accordance with the terms and conditions of the Agreement. Vendors are encouraged to communicate with Authorized Users to make appropriate delivery arrangements.
61	IFB Main Document	page 44 - sections 6.12	getting an authorized agent to agree in writing to "delivery charges" is not reasonable or fair to the vendor. This vendor requests that failed delivery attempt on the part of the authorized agent for any reason result in a \$50 surcharge. This is fair and reasonable.	OGS Procurement Services declines to make this change.
62	IFB Main Document	6.13 - Automatic Replenishment	Can you confirm that automatic delivery is no longer mutually agreed upon between the User and the Contractor?	OGS Procurement Services cannot confirm. Per Section 6.13, A Contractor shall provide written notification back to any Authorized User's request for automatic replenishment on any tank with a total gross capacity equal to or greater than 500 gallons. Automatic replenishment for tank capacities less than 500 gallons will be at the Contractor's option.

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63	IFB Main Document	6.13 - Automatic Replenishment	Can you confirm that the user cannot dictate the frequency/day and load size, and the contractor must only ensure the tanks stay above the percentages of total capacity outline in the chart?	No. OGS Procurement Services cannot confirm. It is the intent of automatic replenishment to have the Contractor provide deliveries without the Authorized Users request. It does not limit or prevent the Authorized User from requesting a delivery Per Section 6.3, Pricing. Communication is expected between the Contractor and Authorized User to maintain adequate fuel levels.
64	IFB Main Document	6.21 NYS Certified MBE / WBE	Would out of state based MBE/WBE companies who provide transportation service in/into state count toward the goals?	Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses and Community Relations located on the first page of the Solicitation.
65	IFB Main Document	6.21 - MWBE	Please provide a list of the current MBE and WBE vendors that participated in the last ULSD contract	A listing of current Contractors and their MWBE status is available on the OGS Procurement Services' website. For additional information, please refer to the designated contacts for MWBE, located on the first page of the Solicitation.
66	IFB Main Document	6.21 - MWBE	Do vendors get preference for award if they use a M/WBE vs a vendor that only put forth a good faith effort?	No, vendors do not get preference for award if they use a M/WBE vs a vendor that only put forth a good faith effort. The award is based on lowest bid price from responsive and responsible bidders.
67	Appendix B	43 b For Convenience	Have you ever had cause to cancel a fuel contract for convenience?	Cancellation for Convenience does not apply to this Solicitation. Please refer to Section 1.3 Estimated Quantities.
68	Attachment 1 - Pricing	bid price submittal sheet	"E" thru "I" are blacked out and cannot be observed - therefore prices cannot be verified readily - these columns are protected and cannot be changed by the vendor	Please refer to Bid Solicitation Update #2. After acknowledging the bidder is not bidding a mark-up price, Columns E through I in the "Bid Price Submittal Sheet" tab will be revealed. https://www.ogs.ny.gov/purchase/biddocument/23094bid.asp
69	Attachment 1 - Pricing	Bid Price Submittal Sheet Columns E thru I	Price submission columns are black background with black text. Can that be revised so that we can easily review what we are entering?	Please refer to Bid Solicitation Update #2. After acknowledging the bidder is not bidding a mark-up price, Columns E through I in the "Bid Price Submittal Sheet" tab will be revealed. https://www.ogs.ny.gov/purchase/biddocument/23094bid.asp
70	Attachment 1 - Pricing		Send Attachment 1 as unprotected version so we can copy and paste sort and filter to do an analysis which allows us to sort and filter among other things and we will fill out the protected version for bid submittal	OGS Procurement Services declines to provide an unprotected version of Attachment 1-Pricing. Bidders are advised to fill in bid pricing, as instructed in the "Instructions" tab. Excel versions of Attachments 10 and 11 have been provided via Bid Solicitation Update #1, should bidders want to copy, paste, sort and/or filter the data within these attachments. https://www.ogs.ny.gov/purchase/biddocument/23094bid.asp

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71	Attachment 5 - Bidder Information Questionnaire	Solicitation Specific Questions	Many drop down options only allow a 'yes' response. Can this be revised to allow either yes or no to questions?	Please refer to updated Attachment 5 updated to include both "YES" and "NO" as drop-down options. Please note that a "NO" response to a mandatory requirement may result in a disqualification of your bid.
72	Attachment 7 - Bidders Questions Form	Bidder Contact info	We are unable to type in our Bidder Name, Contact Name or Contact E-mail as those fields are protected, please remove protection.	Please refer to Bid Solicitation Update #1 and revised Attachment #7: https://www.ogs.ny.gov/purchase/biddocument/23094bid.asp
73	Attachment 7 - Bidders Questions Form	Bidder Contact info	On attachment number 7 (Bidder questions) cells B4, B5, and B6 are locked and therefore am I unable to put in the information it is requesting.	Please refer to Bid Solicitation Update #1 and revised Attachment #7: https://www.ogs.ny.gov/purchase/biddocument/23094bid.asp
74	Attachment 7 - Bidders Questions Form	Bidder Name Contact Info	This area is protected....	Please refer to Bid Solicitation Update #1 and revised Attachment #7: https://www.ogs.ny.gov/purchase/biddocument/23094bid.asp
75	Attachment 10 - Delivery Schedule - State Agencies	Delivery Schedule	Can you provide Attachment #10 in Excel format?	Please refer to Bid Solicitation Update #1 and Attachment 10 - Delivery Schedule - State Agencies (MS Excel) provided for informational purposes only. https://www.ogs.ny.gov/purchase/biddocument/23094bid.asp
76	Attachment 10 - Delivery Schedule - State Agencies	Number of Tanks & Capacity	Can you provide the number of tanks and capacities for sites that do not have it listed?	OGS Procurement Services cannot provide this information. This information is provided by Authorized Users at the time they are submitting their filed fuel requirements to OGS Procurement Services. Any information that was obtained from the Authorized User has been included. Contract awardees can obtain tank information directly from the Authorized User.
77	Attachment 10 - Delivery Schedule - State Agencies	Tank Information	Please verify that all sites not showing AG (Above Ground) are underground tanks.	OGS Procurement Services cannot provide this information. This information is provided by Authorized Users at the time they are submitting their filed fuel requirements to OGS Procurement Services. Any information that was obtained from the Authorized User has been included. Contract awardees can obtain tank information directly from the Authorized User.
78	Attachment 10 - Delivery Schedule - State Agencies		Can you provide this information into excel so we can upload into our system?	Please refer to Bid Solicitation Update #1 and Attachment 10 - Delivery Schedule - State Agencies (MS Excel) provided for informational purposes only. https://www.ogs.ny.gov/purchase/biddocument/23094bid.asp
79	Attachment 11 - Delivery Schedule - Non-State Agencies	Delivery Schedule	Can you provide Attachment #11 in Excel format?	Please refer to Bid Solicitation Update #1 and Attachment 11 - Delivery Schedule - Non State Agencies (MS Excel) provided for informational purposes only. https://www.ogs.ny.gov/purchase/biddocument/23094bid.asp

Q#	Solicitation Document Name	Document Section (Number & Name)	Bidder Question	OGS Answer
80	Attachment 11 - Delivery Schedule - Non-State Agencies	Number of Tanks & Capacity	Can you provide the number of tanks and capacities for sites that do not have it listed?	OGS Procurement Services cannot provide this information. This information is provided by Authorized Users at the time they are submitting their filed fuel requirements to OGS Procurement Services. Any information that was obtained from the Authorized User has been included. Contract awardees can obtain tank information directly from the Authorized User.
81	Attachment 11 - Delivery Schedule - Non-State Agencies	Tank Information	Please verify that all sites not showing AG (Above Ground) are underground tanks.	OGS Procurement Services cannot provide this information. This information is provided by Authorized Users at the time they are submitting their filed fuel requirements to OGS Procurement Services. Any information that was obtained from the Authorized User has been included. Contract awardees can obtain tank information directly from the Authorized User.
82	Attachment 11 - Delivery Schedule - Non-State Agencies		Can you provide this information into excel so we can upload into our system?	Please refer to Bid Solicitation Update #1 and Attachment 11 - Delivery Schedule - Non State Agencies (MS Excel) provided for informational purposes only. https://www.ogs.ny.gov/purchase/biddocument/23094bid.asp